

**Sunflower Community Association, Inc.
Volunteer Policy**

The Board recognizes the tremendous contribution made by volunteers towards the betterment of the community and wishes to provide additional opportunities for members to make a contribution to their community.

Purpose

The policy is for those that wish to perform a function not typically defined by the policy manual. Committee memberships, club volunteers and other jobs that are typically performed in the normal course of operations are not required to comply with this policy. This policy does NOT relieve clubs of the requirement to provide insurance coverage for special events held on Sunflower property.

Authority

The Board of Directors has the authority under Article 3, Section 3.11 to manage the affairs of the Association.

General

Members may volunteer to perform non-hazardous tasks within the community. Volunteers must sign an indemnification agreement (Exhibit A attached), be approved by a vote of the board of directors and perform only those tasks enumerated within the indemnification agreement.

The association shall maintain in full force and effect, insurance coverage known as a “zero payroll employee” policy in an appropriate amount so long as the community continues to utilize volunteer labor.

Changes

This policy may only be changed by the Board of Directors by majority vote.

Effective Date

This policy becomes effective on the date of approval. The approval date was _____

Attested to by:

_____, Secretary

Sunflower Homeowners Association

Release and Indemnification for Volunteer

NOTE: No one under the age of 18 may act as a volunteer in any capacity

VOLUNTEER
(Name and Address)

ACTIVITY:
(Please print clearly)

Date(s) of Activity: _____

I, as one of the Volunteers am eighteen years of age or older and have volunteered myself to participate in the Activity listed above on property located within the homeowners association of **Sunflower** ("Property"). I realize the nature of the Activity may expose myself to hazards or risks that may include broken or sprained limbs, overexertion, heat exhaustion, along with other, more serious injuries, including hospitalization and death. I understand and appreciate the nature of such hazards and risks.

In consideration of the Volunteer's participation in the Activity, I hereby accept all risk to the health or property of myself and release Sunflower, its directors, officers, agents, employees, or independent contractors (collectively, the "Association") and the owners of the Property ("Owners") from any and all liability to me, my personal representatives, estate, heirs, next of kin, and assigns for any and all claims and causes of action for loss of or damage to our property and for any and all illness or injury to person of both myself, including death, that may result from or occur during participation in the Activity, whether caused by negligence of the Association, the Owners, or otherwise. I further agree that if any litigation or claim results arising out of, pertaining to, or in relation to my participation in the Activity, and the Owners or the Association are named as parties or joined as parties to such litigation or claim, I agree to hold them harmless, defend and indemnify them in regard to any judgment entered against them and in regard to their litigation expenses, including but not limited to reasonable attorneys' fees, costs and out-of-pocket expenses.

I HAVE CAREFULLY READ THIS AGREEMENT AND UNDERSTAND IT TO BE A RELEASE OF ALL CLAIMS AND CAUSES OF ACTION FOR INJURY OR DEATH OF MYSELF OR DAMAGE TO ASSOCIATION PROPERTY THAT OCCURS AS A RESULT OF PARTICIPATING IN THE DESCRIBED ACTIVITY AND IT OBLIGATES ME TO INDEMNIFY AND HOLD HARMLESS THE PARTIES NAMED FOR ANY LIABILITY FOR INJURY OR DEATH OF ANY PERSON AND DAMAGE TO PROPERTY ARISING OUT OF, PERTAINING TO, OR IN RELATION TO MY PARTICIPATION IN THE ACTIVITY.

DATED this _____ day of _____, 201____.

Signature of Volunteer

Approved by Board of Directors: _____, Secretary

Date Approved: _____